

**MEMORANDUM OF UNDERSTANDING
BETWEEN
US ARMY GARRISON, FORT KNOX, KENTUCKY
AND
KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR COMMUNITY BASED SERVICES
SALT RIVER TRAIL SERVICE REGION
(SHEPHERDSVILLE, KENTUCKY)**

SUBJECT: Abuse and Neglect of Children of Military Families

1. PURPOSE. This Memorandum of Understanding (MOU) establishes written procedures to integrate the exercise of authority vested in the Kentucky Cabinet for Health and Family Services, Department for Community Based Services [DCBS] and Fort Knox, Kentucky, in matters involving the abuse and neglect of children of military families. These procedures are to be followed by the Kentucky Cabinet for Health and Family Services, Department for Community Based Services [hereinafter, "DCBS"] and the Fort Knox Family Advocacy Program [hereinafter, "FAP"]. This agreement does not purport to create additional jurisdiction vested in any of the parties. This agreement supersedes all previous agreements between DCBS authorities and Fort Knox pertaining to child abuse and neglect and misconduct.

REFERENCES:

- a. AR 608-18, the Army Family Advocacy Program, 30 October 2007.
- b. 42 U.S.C. 5101, The Child Abuse Prevention and Treatment Act.
- c. Kentucky Revised Statutes [KRS] Chapters 600-645, Unified Juvenile Code.
- d. Kentucky Administrative Regulations (KAR) Title 922, Cabinet for Health and Family Services Department for Community Based Services Protection and Permanency.
- e. DoD Instruction 4000.19, "Interservice and Interdepartmental Support," August 1995.

2. SCOPE / LIMITATIONS: Fort Knox and The Kentucky Department of Community Based Services mutually agree that the following limits apply to this agreement.

- a. That for those children residing on Fort Knox who need protection from child abuse and neglect, to include foster care placement, the laws of the Commonwealth of Kentucky as set forth in Kentucky Revised Statutes [KRS] Unified Juvenile Code and Kentucky Administrative Regulations (KAR) shall apply.
- b. That for those children residing off post, but within the Commonwealth of Kentucky, who need protection from child abuse and neglect, the laws of the Commonwealth of Kentucky as set forth in KRS and KAR, relating to juvenile services, shall apply.

c. That Fort Knox and DCBS further agree that the definitions of terms that shall apply to this Memorandum are those set forth in Army Regulation 608-18 and in the KRS Unified Juvenile Code.

d. That the Case Review Committee (CRC) for child abuse and the Department of Social Work Service, Ireland Army Community Hospital, Fort Knox, Kentucky, are the primary organizations responsible for administering this agreement on Fort Knox.

e. It is understood and agreed by and between the parties hereto that the United States Army will not pay or reimburse for services provided by DCBS.

3. DCBS shall perform the following in support of this agreement:

a. Investigate reported cases of child abuse and neglect, on Fort Knox in accordance with the Kentucky Unified Juvenile Code and the Standards of Practice of DCBS.

b. To the extent permitted by law, notify the Family Advocacy Program (FAP) Social Work Service (SWS) of all investigations of suspected or substantiated child abuse and neglect cases involving Army families who are residents of Ft. Knox. DCBS will request support from the FAP as appropriate and will provide pertinent information to FAP for presentation to the CRC. DCBS will report or make information accessible to FAP/SWS on the status of these cases on an as needed basis, including investigative findings.

c. Provide appropriate protective services, including case management services to all active cases, and as appropriate, utilize the CRC as a resource.

d. DCBS or any interested party may file a petition in District/Family Court for the removal of abused and/or neglected children from the home of parents/guardian and regarding the placement of these children per KRS 620.070.

e. Promptly secure emergency protective custody for children determined to be in imminent danger or at risk of serious injury and notify SWS of placement.

f. Whenever possible, coordinate intended visits to installation agencies / units / organizations in advance to arrange necessary cooperation and/or assistance of Fort Knox officials.

4. FORT KNOX shall perform the following in support of this agreement:

a. Immediately report all suspected cases of child abuse and neglect to DCBS Centralized Intake.

b. Provide access to Fort Knox and government housing areas to DCBS social services workers as needed. Such access to housing areas is necessary to investigate and work with families to protect children and to effect the reunification of children who have been removed from their parents' custody.

c. Upon request of a DCBS social worker, provide police escorts for social services workers to specified locations on post.

d. Provide or coordinate medical care/examination for involved children, in accordance with applicable regulations.

e. Coordinate and support the local CRC in accordance with AR 608-18.

f. Encourage individuals with knowledge of suspected cases of child abuse and neglect to report directly to DCBS.

g. Through the CRC, Department of Social Work, Ireland Army Community Hospital, Fort Knox, KY will provide the following:

(1) Notify DCBS of scheduled CRC and /or FAP staff meetings involving mutual child abuse and/or neglect cases.

(2) Support DCBS in all phases of its work on Fort Knox.

(3) Provide assistance to DCBS in evaluating, assessing, and determining an appropriate family services case plan with the family upon request for child abuse and neglect cases and in arranging required treatment services from military and civilian agencies.

(4) Obtain Medical records, background and central registry checks and provide findings to DCBS within twenty-four hours of referral.

(5) Upon request of DCBS, provide documentary and /or testimonial evidence, as required and in accordance with applicable law and regulations, in support of DCBS efforts before the District/Family Court.

(6) Fort Knox will provide access to children in possible need of protection while at on-post schools without prior notification of parents.

5. RESPONSIBILITIES: All Parties agree to the following:

a. Work cooperatively to provide services for abused or neglected children and their families.

b. Utilize the Lincoln Trail Advocacy and Support Center for interviews, counseling and/or medical examinations to the extent practicable and when it is the best interest of the child.

c. Jointly investigate referrals involving allegations of sexual abuse, as dictated by the Kentucky Revised Statutes (KRS).

d. During joint investigation, DCBS will work cooperatively with Ft. Knox Military Police [MPs], Criminal Investigations Division [CID], and/or Provost Marshal [PM].

e. Address day-to-day delivery problems and concerns to their respective inter-agency contact persons. If service delivery or administrative problems cannot be resolved, they will be referred through the respective chain of command for resolution.

f. Review this MOU on an annual basis and recommend any proposed changes to the Garrison Commander, Fort Knox, KY or to the Commissioner of DCBS.

g. This MOU may be amended with the mutual agreement of the parties.

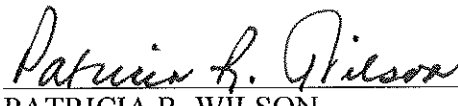
h. This MOU shall be effective upon the signatures of the parties below and will remain in effect until terminated by either party, or their authorized agents, by thirty (30) days written notice.


LIABILITY. DCBS and Fort Knox shall assume responsibility for their own program delivery and conduct of their own staff. Fort Knox will not provide medical care of DCBS employees, except for life-threatening emergencies as outlined in Army Regulation 40-3.

CONFIDENTIALITY. All parties to this agreement agree to abide by all laws and regulations governing the confidentiality of patient information and further agree to vigorously safeguard privileged information in accordance with HIPPA and applicable laws, statutes, ordinances, or regulations.

6. EFFECTIVE DATE: ~~IN WITNESS WHEREOF~~, this Memorandum of Understanding is executed by the parties on this the 30th day of June, 2010.


ERIC C. SCHWARTZ
COL, AR
Garrison Commander


PATRICIA R. WILSON
COMMISSIONER
Department for Community Based Services
Kentucky Cabinet for Health and Family Services


RONALD J. PLACE
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